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11 UNITED STATES DISTRICT COURT

12 NORTHERN DISTRICT OF CALIFORNIA

13 WELLS FARGO BANK, N.A.,

No. C 06-00524 JCS

14 Plaintiff,

STIPULATION AND [PROPOSED] ORDER

15 vs.

16 JERRY C. APODACA, an individual,
COVENTRY CAPITAL, LTD., a Grand
17 Cayman Island LTD., MALLORY P. HILL, an
individual, and COVENTRY CAPITAL
18 MANAGEMENT LIMITED, a Nevis
corporation,

19 Defendants,

21 MALLORY P. HILL, an individual, and
COVENTRY CAPITAL MANAGEMENT
22 LIMITED, a Nevis corporation,

23 Cross-Claimants,

24 vs.

25 JERRY C. APODACA, an individual, and
COVENTRY CAPITAL, LTD., a Grand
26 Cayman Island LTD.,

27 Cross-Defendants.

1 Plaintiff Wells Fargo Bank, N.A. (“Wells Fargo”) and Defendants and Cross-
2 Claimants Mallory P. Hill and Coventry Capital Management Limited (collectively “Hill
3 Defendants”) **STIPULATE AND AGREE** as follows:

4 1. Oracle Corporation (“Oracle”), Global Logistics Technologies, Inc. (“G-
5 Log”) and others entered into an Agreement and Plan of Merger, dated September 19, 2005
6 (“Merger Agreement”), under which G-Log became a wholly-owned subsidiary of Oracle. The
7 Merger Agreement provides that G-Log shareholders have the right to receive cash in exchange
8 for their shares in G-Log in the amounts and on the terms and subject to the conditions set forth
9 in the Merger Agreement (“Closing Payment”).

10 2. G-Log’s records identify an entity named Coventry Capital as a G-Log
11 shareholder to whom a portion of the Closing Payment is due. Those records state Coventry
12 Capital holds 727,822 shares of G-Log Series E preferred stock (“Coventry Capital Shares”). As
13 of November 2, 2005, the Closing Payment attributable to the Coventry Capital Shares totaled
14 \$1,823,988.69 (“Coventry Capital Closing Payment”).

15 3. Oracle appointed Wells Fargo the Custody and Exchange Agent to
16 disburse the Closing Payment to the G-Log shareholders and placed all of the Closing Payment
17 into a custody account with Wells Fargo to allow Wells Fargo to distribute the Closing Payment
18 to the G-Log shareholders, including Coventry Capital. Wells Fargo has no interest in the
19 Coventry Capital Shares or the Coventry Capital Closing Payment.

20 4. In the process of attempting to distribute the Coventry Capital Closing
21 Payment, Wells Fargo encountered competing claims to it. Jerry C. Apodaca (“Apodaca”)
22 claimed the Coventry Capital Shares belonged to defendant Coventry Capital Ltd. (“Coventry
23 Capital Cayman”), an entity Apodaca claimed to control (collectively, the “Apodaca
24 Defendants”). Mallory P. Hill (“Hill”) claimed the Coventry Capital Shares belonged to
25 defendant Coventry Capital Management Limited (“Coventry Capital Nevis”), an entity Hill
26 claimed to control.

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1 5. On January 27, 2006, unable to determine the rightful owner of the
2 Coventry Capital Shares entitled to the Coventry Capital Closing Payment, Wells Fargo filed this
3 action for Interpleader (the “Interpleader Complaint”) and deposited the Coventry Capital
4 Closing Payment with the Court.

5 6. Apodaca and Hill were previously involved in at least two other cases in
6 the Northern District of California in which they submitted competing claims for G-Log shares.
7 Apodaca Investment Offshore (Cayman), Ltd. v. Jerry C. Apodaca, et al., No. C-02-1419 JCS
8 (N.D. Cal.) (in which the Final Judgment orders Apodaca Investment Partners, L.P. to transfer
9 certain G-Log shares to Hill); Drax Holdings, L.P. v. Jerry C. Apodaca, et al., No. C-02-2338
10 JCS (N.D. Cal.) (first ordering appointment of a receiver to take possession of Apodaca
11 Investment Partners, L.P.’s assets and later ordering release of the receiver and referencing a
12 settlement between the parties). Because of these prior cases, both of which had been assigned
13 to Judge Spero, Wells Fargo filed a Notice of Related Case in connection with the Interpleader
14 Complaint. Judge Spero subsequently ordered the Interpleader Complaint reassigned to him.

15 7. On February 21, 2006, the Hill Defendants answered the Interpleader
16 Complaint and cross-claimed against the Apodaca Defendants.

17 8. Over the course of several months, Wells Fargo unsuccessfully attempted
18 to effect service of the Interpleader Complaint upon the Apodaca Defendants but did
19 communicate with Apodaca and his designated representative by telephone and email. On May
20 3, 2006, Apodaca sent a letter to the Court stating he wanted “nothing to do with” this action.
21 The Apodaca Defendants have never appeared in this action.

22 9. In an effort to conclude the litigation efficiently, Wells Fargo pursued and
23 signed a stipulation with the Apodaca Defendants (the “Apodaca Stipulation”), which Wells
24 Fargo filed on September 22, 2006. The Apodaca Stipulation is attached to this Stipulation and
25 Proposed Order as Exhibit A, and incorporated here by this reference.

26 10. As reflected in the Apodaca Stipulation and pursuant to this further
27 stipulation between Wells Fargo and the Hill Defendants, all parties (Wells Fargo, the Apodaca

1 Defendants, and the Hill Defendants) agree that the Court may enter judgment on the
2 Interpleader Complaint as follows:

3 a. The Coventry Capital Closing Payment is due and payable to Hill
4 and Coventry Capital Nevis;

5 b. Wells Fargo is discharged from any and all liability arising out of
6 either the Apodaca Defendants' or the Hill Defendants' claims to the Coventry Capital
7 Shares and the Coventry Capital Closing Payment.

8 c. The Apodaca Defendants and the Hill Defendants will not take any
9 action against Wells Fargo, Oracle or G-Log in connection with the Coventry Capital
10 Shares or the Coventry Capital Closing Payment without further Order of the Court.

11 d. Wells Fargo, on the one hand, and the Apodaca Defendants on the
12 other hand, release each other from any and all liability relating to the Coventry Capital
13 Shares and the Coventry Capital Closing Payment, including costs and attorney's fees
14 they may have incurred in this action.

15 e. Wells Fargo and the Apodaca Defendants are dismissed from the
16 Interpleader Complaint.

17 11. Wells Fargo and the Hill Defendants separately agree that the Court may
18 enter judgment on the Interpleader Complaint as follows:

19 a. The Court clerk shall disperse \$80,984 of the interpled funds to
20 Wells Fargo as reimbursement for its reasonable attorney's fees and costs in connection
21 with the Interpleader Complaint, check delivered to Bingham McCutchen, attention
22 Geoff Howard, Three Embarcadero Center, San Francisco, CA 94111. The remainder of
23 the interpled funds shall be dispersed to: "Commins Templeton & Webster, P.C.
24 Trustees for Mallory P. Hill," check delivered to 400 Montgomery Street, Suite 200, San
25 Francisco, CA 94104.

26 b. Wells Fargo, on the one hand, and the Hill Defendants on the other
27 hand, release each other from any and all liability relating to the Coventry Capital Shares

1 and the Coventry Capital Closing, including, except as provided in paragraph 11.a.,
2 above, any costs and attorney's fees they may have incurred in this action.

3 c. Wells Fargo and the Hill Defendants are dismissed from the
4 Interpleader Complaint.
5

6 The Court hereby finds and declares that the above stipulation reflects the
7 agreements reached between all parties and adopts the provisions of paragraphs 10 (a)-(f) and
8 11 (a)-(c), as the ORDER of this Court. The Interpleader Complaint shall be dismissed with
9 prejudice as to all parties. **IT IS SO ORDERED.**

10 DATED: November 7, 2006.



11
12 DATED: November 6, 2006. COMMINS TEMPLETON & WEBSTER
13 Professional Corporation
14

15 By: /Kenneth C. Webster, Esq./
16 Kenneth C. Webster
17 Attorneys for Defendants
18 and Cross-Claimants
19 Mallory P. Hill and
20 Coventry Capital

21 DATED: November 6, 2006. BINGHAM McCUTCHEN LLP

22 By: /Sivan Gai, Esq./
23 Sivan Gai
24 Attorneys for Plaintiff
25 Wells Fargo Bank, N.A.
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